



To the Honorable Council
City of Norfolk, Virginia

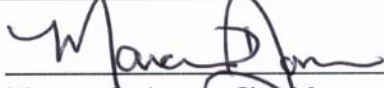
February 9, 2016

From: Kristen M. Lentz, P.E., Director of Utilities

Subject: Ordinance Authorizing A
Cost Sharing Agreement with HRSD
for Replacement of Sewer Force
Main

Reviewed: 
Ronald H. Williams, Jr., Deputy City Manager

Ward/Superward: 5/6

Approved: 
Marcus D. Jones, City Manager

Item Number: **R-24**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk, Department of Utilities

III. **Description:**

This agenda item is an ordinance to authorize a cost sharing agreement with the Hampton Roads Sanitation District ("HRSD") for the relocation and replacement of a sanitary sewer force main. The City has constructed the sewer force main and will be reimbursed by HRSD.

IV. **Analysis**

- The Department of Utilities is administering a CIP utility water and sewer replacement project in the Buckman Avenue and Marlow Avenue area titled "West Ocean View (Pump Station No. 15) Service Area, Phase 2, Buckman, Marlow and Orange Avenues, Sewer and Water Upgrades".
- A sanitary sewer main owned by the Hampton Roads Sanitation District crosses the West Ocean View, Phase 2 project area. HRSD determined that their sewer force main it was in need of replacement due to age and marginal material condition.
- The project's engineering consultant and construction contractor have experience with HRSD projects; the City agreed to replace the force main concurrent with the Buckman Avenue sewer and water upgrades.
- HRSD will reimburse the City for all construction-related costs via the cost-sharing agreement.

- After construction acceptance, HRSD will transfer ownership of a portion of the newly-constructed sewer force main to the City consistent with existing policy on City/HRSD force main ownership.

V. Financial Impact

- Under this agreement, the City will be fully reimbursed by HRSD for the cost of construction. There is no negative impact to the Department's budget.
- HRSD will transfer ownership to the City of Norfolk of approximately 180 LF of newly-constructed sewer force main. The newly-acquired sewer force main will be capitalized into the City's assets.

VI. Environmental

There will be no environmental impacts from this agreement.

VII. Community Outreach/Notification

Area residents were notified of construction activities via project bulletins. Residences immediately adjacent to the sewer force main construction activities were visited door-to-door to mitigate construction inconveniences.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

N/A

Supporting Material from the Department of Utilities:

- Ordinance
- Cost Sharing Agreement

Form and Correctness Approved: 

By 

Office of the City Attorney

Contents Approved:

By 

DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING A COST SHARING AGREEMENT WITH HAMPTON ROADS SANITATION DISTRICT FOR THE RELOCATION AND REPLACEMENT OF FORCE MAIN SF-007 AT BUCKMAN AVENUE.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the cost sharing agreement to be entered into between the City of Norfolk and Hampton Roads Sanitation District for the relocation and replacement of force Main SF-007 at Buckman Avenue is hereby authorized.

Section 2:- That the City Manager is hereby authorized to negotiate and execute an agreement, substantially in the same form and terms as in the agreement hereto attached as Exhibit A, satisfactory to the City Attorney and consistent with this ordinance.

Section 3:- That this ordinance shall be in effect from and after the date of its adoption.

**AGREEMENT FOR PAYMENT OF COSTS OF RELOCATION AND REPLACEMENT
OF
HRSD OCEAN VIEW VIA GRANBY STREET FORCE MAIN a/k/a FORCE MAIN
SF-007
AT BUCKMAN AVENUE**

THIS AGREEMENT, between the CITY OF NORFOLK (CITY), a municipal corporation, and the HAMPTON ROADS SANITATION DISTRICT (HRSD), a political subdivision of the Commonwealth of Virginia, entered this ____ day _____, 2016.

W I T N E S S E T H:

WHEREAS, HRSD Ocean View via Granby Street Force Main a/k/a Force Main SF-007, presently a 20" Interceptor Force Main, is located in whole or in part within the rights-of-way of Buckman Avenue and Marlow Avenue and within City properties at Lot 28, Block 4 – Marlow Avenue; Lot 27, Block 4 – Buckman Avenue; Lot 20, Block 3 – Buckman Avenue (between 9233 and 9241 Buckman Avenue); Lots 15, 17, 19 and 21, Block 3 – 9238 1st View Street (Sanitary Sewer Pump Station No. 15) being shown on that certain plat hereto attached as **Exhibit 1-A** entitled "Willoughby Terrace Corporation", which plat is recorded in the Clerk's Office of the Circuit Court of Chesapeake, Virginia in Map Book 8 at Page 31 through 3, as also shown on aerial photographs hereto attached as **Exhibit 1-B**; and

WHEREAS, the City is constructing its West Ocean View (Pump Station No. 15) Service Area, Phase 2, Buckman, Marlow, and Orange Avenues, Sewer and Water Upgrades Project (referred to as "**Project**") as part of its Capital Improvement Project; and

WHEREAS, the Project includes the replacement of City sewer and water mains within Buckman, Marlow, St. George and Orange Avenues; and

WHEREAS, Force Main SF-007 crosses Buckman and Marlow Avenues within the Project area, HRSD intends to cause constructed the replacement of the existing portion in the Buckman

Avenue vicinity (“**Facilities**”); and

WHEREAS, HRSD and the City agree it is in the best interest of the parties and convenient for the HRSD Facilities as shown on **Exhibit 2** to be constructed concurrently with the City Project (collectively referred to as “**Improvements**”); and

WHEREAS, the City agrees to have such Facilities constructed with the construction costs fully funded by HRSD, in accordance with the description of the Facilities stated and referred to herein and under the terms and conditions hereinafter set forth; and

WHEREAS, the City agrees to acquire ownership, operation and maintenance of the Facilities portion located within the City owned properties known as Lots 15, 17, 19 and 21, Block 3 – 9238 1st View Street (Pump Station No. 15) and Lot 20, Block 3 – Buckman Avenue (between 9233 and 9241 Buckman Avenue) being shown on **Exhibit 3**; now therefore,

The City and HRSD agree to the following:

I. DESIGN

- A. City will direct O’Brien & Gere Engineers (“OBG” or “Engineer”) to design the Improvements which include the relocation and replacement of approximately 455 linear feet of interceptor sewer force main with all related appurtenances and incidental work, as illustrated in **Exhibit 2**, hereto attached, within Buckman Avenue City right-of-way and within City properties located between 9225 and 9233 Marlow Avenue (Lot 28, Block 4); between 9226 and 9232 Buckman Avenue (Lot 27, Block 4); between 9233 and 9241 Buckman Avenue (Lot 20, Block 3); and 9238 1st View Street (Lots 15, 17, 19 and 21, Block 3), Norfolk Virginia, as shown on Exhibit 1-A entitled “Willoughby Terrace Corporation”, which plat is recorded in the Clerk’s Office of the Circuit Court of Chesapeake, Virginia in Map Book 8 at Page 31 through 33.
- B. OBG will prepare and submit layout drawing to HRSD and City for the proposed construction of the Facilities.
- C. HRSD is agreeable to City using OBG as outside consultant engineers for preliminary engineering design services.
- D. OBG shall provide HRSD and City with approved construction record drawings in accordance with HRSD Standards and Preferences for use in Engineered

Construction Projects, latest edition and City's Public Facilities Manual for restoration work.

II. DESCRIPTION OF FACILITIES

The City will construct the replacement portion of HRSD Force Main SF007 – this will include the replacement and relocation of approximately 455 linear feet of 20" reinforced concrete sanitary sewer force main with new 20", 16" and 12" ductile iron sewer force main in Norfolk, Virginia within the Buckman Avenue City right-of-way, within City properties located between 9225 and 9233 Marlow Avenue (Lot 28, Block 4); between 9226 and 9232 Buckman Avenue (Lot 27, Block 4); between 9233 and 9241 Buckman Avenue (Lot 20, Block 3); and 9238 1st View Street (Lots 15, 17, 19 and 21, Block 3) being shown on that certain plat in Exhibit 1-A entitled "Willoughby Terrace Corporation", which plat is recorded in the Clerk's Office of the Circuit Court of Chesapeake, Virginia in Map Book 8 at Page 31 through 33. The exact location of the new force main is shown on **Exhibit 5**, labeled "HRSD FORCE MAIN BYPASS" and hereto attached and incorporated by reference. Facilities shall be inclusive of the above described wastewater force main together with all connections, valves, vents, incidental work and related appurtenances thereto.

III. CONSTRUCTION OF FACILITIES

A. Cost of Construction:

HRSD will fund construction costs, including its corresponding construction inspection, oversight, administration, and coordination, as specified in **Exhibit 4**, plus approximately 10% contingency for "Facilities" located at the southwestern terminus area of Buckman Avenue and within City properties at Lot 28, Block 4 – Marlow Avenue; Lot 27, Block 4 – Buckman Avenue; Lot 20, Block 3 – Buckman Avenue; Lots 15, 17, 19 and 21, Block 3 – 9238 1st View Street being shown on that certain plat in Exhibit 1-A entitled "Willoughby Terrace Corporation", which plat is recorded in the Clerk's Office of the Circuit Court of Chesapeake, Virginia in Map Book 8 at Page 31 through 33.

1. The amount of the construction budget including HRSD construction inspection is determined to be Seven Hundred Fifty Thousand Dollars (\$750,000.00) as derived from Exhibit 4.
2. The total cost of the Facilities, as more particularly defined by the final approved plans and specifications for the work, prepared for the City and approved by the HRSD shall include:
 - a) Cost of construction of HRSD's Facilities; and
 - b) Cost of permits required for construction of HRSD's Facilities

This work shall be contracted by the City under its CIP contract. Records of these

costs shall be available for review by HRSD at any mutually convenient time. Upon completion of these Facilities, the total costs as defined shall be forwarded to HRSD with a statement of payment indicating that the full cost of construction has been paid by the City.

B. Approval of Facilities Plans, Specifications and Construction Activities:

HRSD and the City agree that before any construction work is begun under this Agreement:

1. HRSD and City will mutually provide written approval of the final plans and specifications for the Facilities.
2. The City and HRSD shall review and approve the contractor's qualifications prior to award of work.
3. Contractor shall be responsible for all necessary permits and approvals necessary for the Facilities.
4. Contractor will remove existing sewer pipe or abandon same in place as set forth in the final plans and specifications.
5. The City will include HRSD in all scheduled construction meetings during Facilities construction.

C. Ownership, Operation and Maintenance of Facilities:

The Facilities constructed hereunder shall be conveyed to HRSD. Except for the portions to be subsequently conveyed to the City, HRSD agrees to accept ownership of the Facilities pursuant to Section IV.C below. HRSD and the City agree that after accepting ownership of portions of the Facilities, each will operate and maintain its sewer force main portions constructed under this Agreement at its own expense. No wastewater flow will be accepted through the Facilities until such time as HRSD has accepted ownership.

IV. OBLIGATIONS OF HRSD AND CITY

A. Inspection, Design and Construction Administration

HRSD and City shall both provide their own full-time inspection of the Improvements. HRSD full-time inspection will performed by the services of the Engineer on the behalf and for HRSD. If City desires outside inspection of the Improvements, it will obtain the inspection at no cost to HRSD. The inspector(s) shall have the authority to assure that the Facilities are constructed in accordance with the approved plans and specifications. All inspections shall meet current City standards and practices.

B. Payment of Costs

1. HRSD shall provide City for the costs set forth in Section II above in two (2) installments upon receipt and approval of monthly or periodic invoices showing such costs and documentation that payment to subcontractors and material supplies, less 5% retainage, has been made.

C. Agreement to Accept Ownership

HRSD shall accept ownership of the Facilities described in Section II from the City when all conditions of the contract have been met. The City shall accept ownership of the Facility portions subsequently conveyed by HRSD.

D. Correction of Construction Defects of Facilities

The City shall require the construction contractor to provide a performance and payment bond for the full amount of the construction of the Facilities. The construction contract shall also provide for a Warranty of the Work against construction defects and shall require the contractor to correct defects that are reported by HRSD or City within one year of the acceptance of the Facilities.

E. Conveyance of Facilities

The City shall convey the Facilities to HRSD by virtue of acceptance of construction completion. HRSD shall transfer ownership and convey the portions of the Facilities to the City to include the constructed 12" sewer force main in the Buckman Avenue right-of-way and the constructed 16" sewer force within the following City properties: Lots 15, 17, 19 and 21, Block 3 – 9238 1st View Street (Sanitary Sewer Pump Station No. 15); and Lot 20, Block 3 – Buckman Avenue (between 9233 and 9241 Buckman Avenue) as shown on that certain plat in Exhibit 1-A entitled "Willoughby Terrace Corporation", which plat is recorded in the Clerk's Office of the Circuit Court of Chesapeake, Virginia in Map Book 8 at Page 31 through 33; all as shown on **Exhibit 3**.

V. NOTICES

All notices given between parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or Country of Origin Mail to the persons identified below:

To HRSD:

Edward G. Henifin, P.E., General Manager

P. O. Box 5911
Virginia Beach, VA 23471-0911

With Copy to:

William A. Cox, III
Kellam, Pickrell, Cox, Tayloe & Anderson, PC
2102 Mediterranean Avenue
Virginia Beach, VA 23451

To City of Norfolk:

Marcus D. Jones, City Manager
City of Norfolk, Virginia
810 Union Street, Suite 1101
Norfolk, Virginia 23510

With Copy to:

City Attorney
900 City Hall
810 Union Street
Norfolk, Virginia 23510

VI. GENERAL

A. Applicable Law and Venue

This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. In the event of litigation, venue shall be in the Circuit Court of the City of Norfolk, Virginia.

B. Severability

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

C. Waiver

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

D. Changes

This Agreement may only be amended by a written document executed by a duly authorized representative of each of the parties.

IN WITNESS WHEREOF, the Hampton Roads Sanitation District has caused this Agreement to be signed in its behalf by its General Manager in accordance with authorization granted at its regular meeting held on _____, 201 .

HAMPTON ROADS SANITATION DISTRICT

Edward G. Henifin, P.E., General Manager

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Edward G. Henifin, P.E., General Manager, Hampton Roads Sanitation District.

Notary Public

My commission expires:
Registration No.:

CITY OF NORFOLK

Marcus D. Jones, City Manager

ATTEST:

City Clerk Date

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

The foregoing Agreement was acknowledged before me this ____ day of _____, 2015, by Marcus D. Jones, City Manager, City of Norfolk, Virginia.

Notary Public

My commission expires:
Registration No.:

Approved as to Content:

Director of Utilities

Approved as to Form and Correctness:

Deputy City Attorney

CERTIFICATE OF FUNDING

I hereby certify that the money required for this Agreement is in the City Treasury to the credit of the fund from which is to be drawn and not appropriated for any other purpose.
Facilities Planning & Construction

Account: _____

Amount: _____

Contract No. _____

Vendor Code: _____

Business License No.: _____

Director of Finance

Date

EXHIBIT 1-A

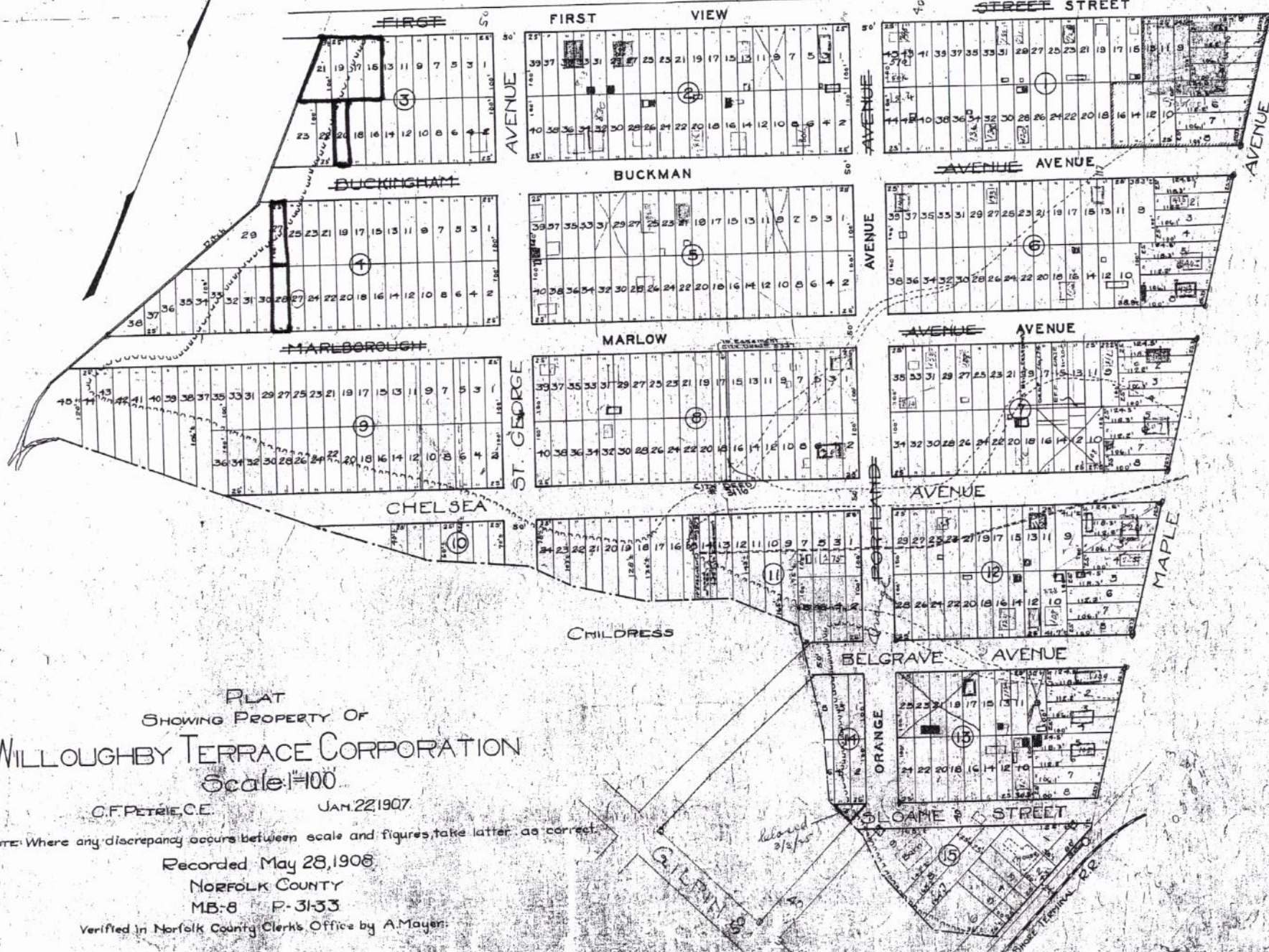
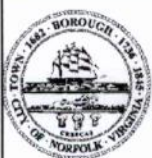
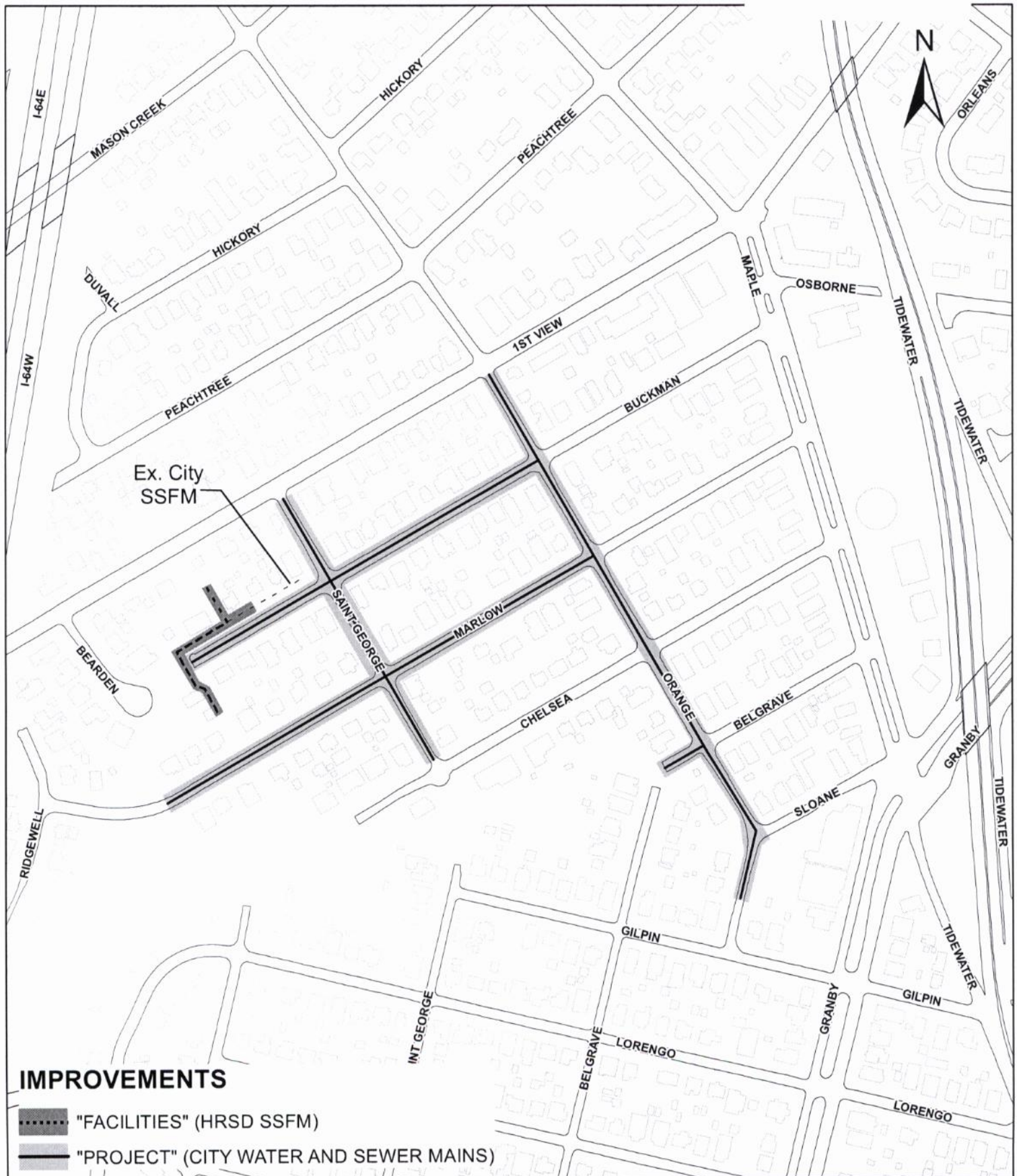


EXHIBIT 1-A

EXHIBIT 1-B







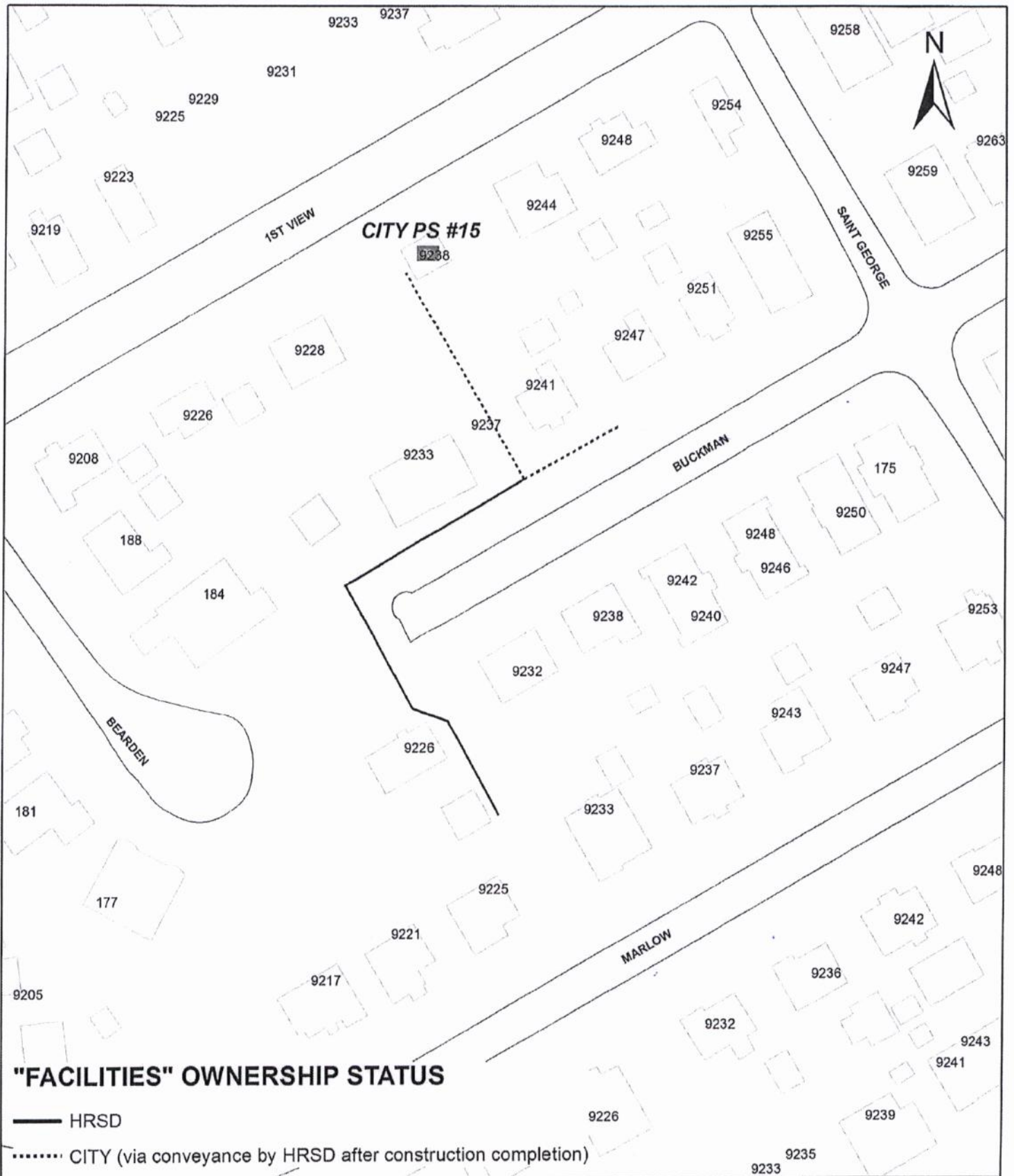
**City of
Norfolk**
Department of Utilities

0 75 150 300 Feet

EXHIBIT 2

HAMPTON ROADS SANITATION DISTRICT

SF-007 REPLACEMENT, BUCKMAN AVENUE



W. R. Hall, Inc.
1214 Bill Street
Norfolk, VA 23518
Telephone: (757) 587-5074
Fax: (757) 587-6824
wrhallinc@cox.net
 February 27, 2015

City of Norfolk
 Department of Utilities
 400 Granby Street, 2nd Floor
 Norfolk, VA 23510
 Attention: William Frederick & Mel Hopkins

Re: Pump Station 15 Service Area-Phase II
 20" H.R.S.D. Offset COST PROPOSAL-Final Plans 2-13-15

The following is a breakdown for the cost proposal sent December 2, 2013
 Total Cost \$ 620,333.70

15 LF 18" DI Pipe with 401 Lining & Fittings @ \$ 550.00 LF	\$ 8,250.00
300 LF 20" DI Pipe with 401 Lining all restrained @ \$ 580.16 LF	\$ 174,048.00
180 LF 16" DI Pipe with 401 Lining all restrained @ \$ 526.90 LF	\$ 94,842.00
100 LF 12" DI Pipe with 401 Lining all restrained @ \$ 357.28 LF	\$ 35,728.00
1-12" Gate Valves (City) \$ 3500.00 EA	\$ 3,500.00
1-20" Plug Valves H.R.S.D. @ \$ 12,500.00 EA	\$ 12,500.00
2-16" Gate Valve (1-City)(1-HRSD) @ \$ 13,372.85 EA	\$ 26,745.70
Flowable Fill for 650 LF 20" Pipe @ \$ 22.00 LF	\$ 14,300.00
2-20" Cut and Caps \$3,500.00 EA	\$ 7,000.00
Remove 3 12" City Valves \$ 1,500.00 EA	\$ 4,500.00
Remove and Replace 110 LF Sidewalk and Curb	\$ 4,620.00
Remove H.R.S.D. ARV	\$ 2,000.00
Remove and Replace Fire Hydrant	\$ 2,500.00
2-12" Connections \$ 20,000.00 EA	\$ 40,000.00
1-18" Connection \$ 30,000.00 EA	\$ 30,000.00
1-20" Connection \$ 30,000.00 EA	\$ 30,000.00
Pump and Dump for Connections - 27 Trucks @ \$ 2,400.00 Truck	\$ 64,800.00
Select Fill \$ 35.00 CY 600 CY	\$ 21,000.00
Stone Bedding \$ 38.00 TON 300 TON	\$ 11,400.00
2-ARV's \$ 4,800.00 EA	\$ 9,600.00
2-18" Cut & Caps \$ 3,500.00 EA	\$ 7,000.00
1-Remove 4 Crepe Myrtles, 1 Hackberry Tree	\$ 4,000.00
1-Remove Pipe Valves & Structures PS 15 Yard	\$ 4,500.00
1-Relocate Shed	\$ 4,000.00
1-12"GV (HRSD) \$ 3,500.00 EA	\$ 3,500.00

New Wood Fence	\$ 40.00 LF
New Chain Link Fence	\$ 25.00 LF

This work will require a 110 day extension after approval and delivery of material. Extra excavation and additional bends not shown will be extra. Select fill and stone bedding will be paid for by amount used. The total amount could be more or less.

This price is good for 30 days. This proposal does not include an isolation flange kit for cathodic protection.

Richard L. Hall
Vice President
W. R. Hall, Inc.
1214 Bill Street
Norfolk, VA 23518

CITY OF NORFOLK DEPARTMENT OF UTILITIES

CONSTRUCTION PHASE SERVICES
HRSD Sewer Force Main Offset - Buckmen Avenue
Fee Estimate Summary (DATE: 2-11-15)

<u>TASK</u>	<u>FEE ESTIMATE</u>
Construction Administration Services including shop drawing review, contractor RFIs, review of HRSD tie-in plan submittal materials	\$8,668.00
Construction Inspection Services	\$27,104.00
Force Main record dwgs, plan profile sheet(s) and Valve guides	\$9,884.80
Initial Investigation, offset evaluation, HRSD and Norfolk meetings, Coordination	<u>\$8,497.20</u>
TOTAL FEE ESTIMATE	\$54,154.00



SCHEMATIC DIAGRAM